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U.S.AGENCY FOR  
INTERNATIONAL  
DEVELOPMENT

Issuance Date: May 8, 2001

Closing Date: June 8, 2001

Closing Time: 03:00 p.m. (Budapest time)

Subject: Request for Application No. 167-01-28  
Kosovo Independent Media Program

The United States Government, represented by the Agency for International Development , Regional Contracts Office, USAID/RSC in Budapest is seeking applications from qualified U.S. Organizations and Institutions to implement a program to support the development of an economically viable independent print and broadcast media in Kosova.

USAID considers this requirement to be primarily assistance for a public purpose, rather than the acquisition of services. Accordingly, an assistance instrument (i.e., a cooperative agreement), in lieu of a contractual relationship, has been determined to be the most appropriate vehicle for transferring U.S. institutional experience in this area to Kosova. Under an assistance instrument, USAID's involvement is on a partnership basis, as opposed to the relationship established under a contract where the Agency is acquiring specific goods or services for its own use or benefit. The Cooperative agreement is expected to run for three years and cost approximately \$6-\$8 million, with \$2-\$4 million targeted for financial assistance to media outlets in the form of direct grants.

Pursuant to 22 CFR 226.81, it is USAID policy not to award profit or fee under assistance instruments. However, all reasonable, allocable, and allowable expenses, both direct and indirect, which are related to the cooperative agreement program and are in accordance with applicable cost principles (OMB Circular A-122 for non-profit organizations, OMB Circular A-21 for universities, and the Federal Acquisition Regulation (FAR) Part 31 for-profit organizations), may be paid under the cooperative agreement.

To this end, the RFA is being issued and consists of this cover letter and the following:

SECTION NO.	TITLE
I	RFA Instructions and Conditions
II	Selection Criteria
III	Program Description
IV	Cooperative Agreement Formats
V	Certifications, Assurances and Other Statements of Applicants
VI	Cooperative Agreement Application Form (SF 424)

Applications must be received no later than 03:00 pm Budapest or Central Europe Time (CET) on the closing date at the address below. Applications and modifications must be submitted in sealed envelopes with the name and address of the applicant and the RFA number:

Applications should be addressed as follows:

Regional Contracts Office  
USAID Regional Services Center  
Bank Center, Granite Tower 4<sup>th</sup> Floor  
7-8 Szabadsag ter  
1944 Budapest, Hungary  
Attn: Ms. Sabine Gabriel

Applicants must submit both technical and cost volumes of their applications. Applicants must submit both hard paper copies and 3.5-inch disks of their technical and cost applications.

Telegraphic applications (including e-mails and attachments) are not authorized for this RFA and shall not be accepted. Loss or misdirected courier packages received after the due date will be considered as having been submitted late.

Applications which are submitted late or are incomplete or non-responsive may not be considered in the review process.

For your convenience, this RFA can be viewed and downloaded via the internet. The USAID main website address is as follows:

<http://www.info.usaid.gov>

under the Business & Procurement icon button.

**IMPORTANT:** Please inform USAID by e-mail if you have downloaded this RFA. This will allow USAID to notify you should there be any revisions. It is our custom to release a list of organizations, including contact person, expressing interest to an RFA, to other

organizations or person, expressing interest to an RFA, to other organizations or persons who may ask for this information. This may facilitate teaming arrangements. If you would like to formally express interest in this RFA and be added to such a list, please send notices to **sgabriel@usaid.gov**. Subject line should read "Notice of Interest", and body should address physical address, e-mail return address, as well as phone and fax numbers. Also any questions concerning this RFA should be submitted in writing not later than 21 days before the closing date and directed to the point-of-contact for this solicitation, Ms. Sabine Gabriel, Regional Agreement Specialist, by E-mail **sgabriel@usaid.gov** or fax (Fax No. 361-269-5893). If it is determined that the answer to any question(s) is of sufficient importance to warrant notification to all prospective recipients, this RFA will be amended to provide such question(s) and answer(s). Therefore, questions should be submitted sufficiently in advance of the due date to allow preparation of such amendment. If it is determined that any question(s) do not warrant an amendment to the RFA, the Agreement Officer will respond to the questioner.

Issuance of this RFA does not constitute an award commitment on the part of the Government, nor does it commit the Government to pay for costs incurred in the preparation and submission of applications. Further, the Government reserves the right to reject any or all applications received. In addition, final award of any resultant cooperative agreement(s) cannot be made until funds have been fully appropriated, allocated, and committed through internal USAID procedures. While it is anticipated that these procedures will be successfully completed, potential applicants are hereby notified of these requirements and conditions for award.

Finally, applicants should retain for their records, one copy of any and all enclosures, which accompany your application.

Thank you for your consideration of this USAID program. We look forward to your organization's participation.

Sincerely,

Catherine A. Mallay  
Regional Agreement Officer  
USAID/RSC – Budapest

## SECTION I

### RFA INSTRUCTIONS AND CONDITIONS

The Applicant shall follow the Request for Applications (RFA) Instructions and Conditions contained herein and supply all information required. Explicit responsibilities pertaining to this program are indicated in the Program Description, Section III of this RFA, to assist the Applicant in providing all information required for the evaluation (see Section II of this RFA). The preparation of the application will not necessarily follow the same order as any instructions that appear in the Program Description; rather, the application in response to this RFA should be divided into Volumes 1 and 2.

This requirement is not intended to prohibit or discourage Applicants from submitting information in addition to the primary technical evaluation criteria, but merely to facilitate a uniform approach to application preparation.

Failure to furnish all information may disqualify an Applicant. Applicants must set forth full, accurate, and complete information as required by this RFA. The penalty for making false statements in applications to the United States Government is prescribed on 18 U.S.C. 1001.

Applications must be valid at least 60 days.

#### A. PREPARATION OF APPLICATIONS

##### 1. GENERAL

The program covered by this RFA is authorized in accordance with the Foreign Assistance Act.

USAID/Budapest is following the procedures consistent with chapter 303 “Grants and Cooperative Agreements to Non-Governmental Organizations” of its Automated Directives Systems (ADS). The ADS is available via the USAID website:

<http://www.usaid.gov/pubs/sourcebook/usgov/uspv.html>  
<http://www.usaid.gov/pubs/ads/300/303.htm#303.5.10>

USAID anticipates supporting only one applicant, i.e. funding only one award. However, USAID reserves the right to fund more than one applicant, for all or part of each applicant’s program. USAID’s decision whether to make multiple awards will include consideration of the additional administrative effort and cost to manage more than one award, as well as the anticipated program benefits of doing so, as determined by USAID.

The cooperative agreement will be administered in accordance with USAID Regulation 22CFR226, relevant OMB Circulars and USAID Standard Provisions. The sample

agreement format included with this RFA will serve to illustrate a typical agreement. Relevant regulations, provisions and circulars are available via the USAID website, including via links found in ADS chapter 303.

Applicants are requested to submit an application directly responsive to the terms, conditions, specifications, and provisions of this RFA. Applications not conforming to this RFA may be categorized as unacceptable, eliminating them from further consideration.

USAID encourages the participation to the maximum extent possible of small business concerns, small disadvantaged business concerns, women-owned small business concerns, and other Disadvantaged Enterprises in this activity, either as the prime Recipient or as subcontractors or sub-recipients. In this respect, it is anticipated that every reasonable effort will be made to identify and make use of such concerns. All other selection criteria being found equal, the participation of such concerns may become a determining factor for selection. Disadvantaged Enterprises are socially or economically disadvantaged enterprises, historically black colleges or universities, and private voluntary organizations controlled by economically disadvantaged persons.

Applications will undergo preliminary review by USAID procurement and technical staffs for completeness and responsiveness.

Applications must be submitted in hard copy in two separate volumes: **two originals plus two (2) copies of Technical Application (volume 1), and one original and one (1) copy of Cost Application (volume 2).** In addition, electronic copy of Applications in one 3.5-inch diskette of both applications must also be submitted. Technical proposals should be in the format of MS-WORD and cost proposals should be in Excel and/or word.

Each Applicant shall furnish the information required by this RFA. The Applicant shall sign the applications and print or type their name on the Cover Page of technical and cost volumes of the application. Erasures or other changes must be initialed by the person signing the application. Applications signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the USAID/RSC/RCO.

## 2. TECHNICAL APPLICATION (Technical Proposal - Volume 1)

The technical application is the critical item of consideration in selection for award of this Cooperative Agreement. It should be specific, complete, and presented concisely. Section II addresses the technical evaluation of the application. The technical application must set forth in detail strategies, interim results, activities and indicators to best accomplish the program described in the application. The curricula vitae, any letter of commitment, and past performance reference shall be provided as attachments.

Summary cost information such as the SF424 budget summary may be included. Also summary cost information on the planned subgrant program, including the size or total amount of subgrants, and cost share contributions must also be described.

It is important that the technical volume describe the applicant's entire program, including the portion which would be funded by USAID, the portion that would be provided through cost share, and how each compliments the other. USAID's evaluation will include consideration of the entire program. The technical volume of the application accordingly must summarize the amount to be funded by USAID, the value of cost share, as well as the overall program amount. The type(s) of cost share contribution must be described, as well as its advantage (e.g. program impact, budget benefits, etc.) to the program as a whole.

### 3. COST APPLICATION (Cost Proposal - Volume 2)

The cost volume of the application must include a budget with an accompanying budget narrative which provides in detail the total proposed costs for implementation of the program described in this RFA. The budget shall be submitted using the Application for Federal Assistance (Standard Form 424), Budget Information (Standard Form 424a), and Assurances (Standard Form 424b). These forms are available in Section VI of this RFA and can be found also at:

[http://www.info.usaid.gov/procurement\\_bus\\_opp/procurement/forms/SF-424/](http://www.info.usaid.gov/procurement_bus_opp/procurement/forms/SF-424/)

The cost volume shall also include whatever schedules are necessary to adequately support and explain proposed costs. It shall contain as a minimum:

- a. A detailed analysis of level of effort including specific personnel, rates of compensation, and amount of time proposed.
- b. Details of all other direct cost items for supplies and equipment.
- c. A Negotiated Indirect Cost Rate Agreement (NICRA) from the cognizant Government Audit Agency stating the latest audited indirect cost rates, the base to which such rates are applied and the method of application. If a NICRA is unavailable, submit sufficient information to allow USAID to determine the reasonableness of the rates. (For example, a breakdown of labor bases and overhead pools, the method of determining the rate, annual financial statement, etc.)
- d. Indicate whether or not the institution's accounting system has been approved by any Government agency; if so, provide the name, address, and telephone number of the cognizant auditor.
- e. Applicants shall submit sufficient evidence of responsibility for the Agreement Officer to make a determination of responsibility. The information submitted should substantiate that the Applicant:

e.1. Has adequate financial resources or the ability to obtain such resources as required during the performance of the Cooperative Agreement.

e.2. Has the ability to comply with the cooperative agreement conditions, taking into account all existing and currently prospective commitments of the Applicants nongovernmental and governmental.

e.3. Has a satisfactory record of performance. In the absence of evidence to the contrary of circumstances properly beyond the control of the Applicant, Applicants who are or have been deficient in current or recent performance (when the number of grants, contracts, and cooperative agreements, and the extent of any deficiency of each, are considered) shall be presumed to be unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a determination of nonresponsibility, unless there is clear evidence of subsequent satisfactory performance. The Agreement Officer shall collect and evaluate data on past performance of Applicants using information on past programs provided in accordance with SECTION II.

e.4. Has satisfactory record of integrity and business ethics; and

e.5. Is otherwise qualified and eligible to receive a cooperative agreement under applicable laws and regulations (e.g., Equal Employment Opportunities).

f. Completed Certifications and other Required Information in SECTION V.

g. A curriculum vitae and past three year salary history, for each individual proposed whose labor will be charged directly (whether to USAID or to contributions by the Recipient) under the Cooperative Agreement. The position titles must be consistent with the Applicant's technical application, and any consulting fees must clearly specify the number of days and the day rate charged. If a salary or compensation package represents a deviation from the employer's established practice, the cost volume must explain the basis for the proposal amount.

h. The cost application shall be presented in such a manner as to clearly differentiate between costs proposed for USAID funding, and costs proposed for funding by the Recipient or other organizations, if any (see SF-424 in Section VI of this RFA).

i. If the Applicant intends to use sub-contractors or sub-recipients, indicate the extent intended, the method of identifying subcontractor and sub-recipients, the extent to which competition will be used, and a complete cost breakdown.

j. Items of cost should be shown as the following line items:

Direct Labor - In addition to direct labor costs, the cost application should also indicate the number of paid absence (vacation, holiday, sick) days, and the method of recovering



costs for paid absence days i.e., through direct labor charges, fringe benefits, or indirect costs).

Fringe Benefits - If accounted for as a separate item of costs, fringe benefits should be based on the Applicant's audited fringe benefit rate (see A.2.c. above) or historical cost data. If the latter is used, it should be supported by a detailed breakdown comprised of all items of fringe benefits (e.g., Unemployment Insurance, workers compensation, Health and Life Insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.

Subcontracts/Sub-agreements - This may include implementation arrangements and research activities as determined by the Applicant. Applicants should provide a detailed breakdown of anticipated subcontracting/sub-agreement costs (i.e. salaries, fringe, travel, other direct costs, indirect costs, and fee, if any) to support this line item.

Supplies and Equipment - the cost application shall differentiate between expendable supplies and nonexpendable equipment.

Travel and Per Diem - Number and cost of trips proposed.

Other Direct Costs - This includes communications, report preparation costs per Section E., of the cooperative agreement Schedule, passports, visas, medical exams and inoculations, insurance (other than coverage recovered through indirect costs), etc. The Applicant shall provide a breakdown and support for all other Direct Costs.

Indirect Costs - Indirect Costs should be budgeted and supported as described above. If the Applicant proposes to absorb some or all of its Indirect costs as Cost-Sharing this shall be so indicated.

Fee - No fee or profit shall be awarded under assistance instruments.

## **B. UNNECESSARILY ELABORATE APPLICATIONS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective application in response to this RFA are not desired and may be construed as an indication of lack of cost efficiency. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted and may reflect unwise spending practices.

## **C. ACKNOWLEDGMENT OF AMENDMENTS TO THIS RFA**

Applicants shall acknowledge receipt of any amendment to this RFA by signing and returning the amendment. The Government must receive the acknowledgment by the time specified in the Cover Letter for receipt of applications.

## **D. RECEIPT OF APPLICATIONS**

Applications must be received at the place designated by the date and time specified in the Cover Letter of this RFA to be considered responsive.

#### E. SUBMISSION OF APPLICATIONS

E.1. Applications and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the Cover Letter of this RFA, and (2) showing the time specified for receipt, the RFA number, and the name and address of the Applicant.

E.2. Any modification of an application, except a modification resulting from the Agreement Officer's request for a revised application following negotiations is subject to the same conditions as in E.1. above.

E.3. Applications may be withdrawn by written notice or telegram (including mailgram or e-mail) received at any time before award. Applications may be withdrawn in person by an Applicant or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the application before award.

#### F. RESTRICTIONS ON DISCLOSURE AND USE OF DATA

Applicants who include in their applications data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall -

F.1. Mark the title page with the following legend:

"This application includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this application. If however, a Cooperative Agreement is awarded to this Applicant as a result of - or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting Cooperative Agreement. This restriction does not limit the Government's right to use information contained in these data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and

F.2. Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this application."

#### G. EXPLANATION TO PROSPECTIVE APPLICANTS

Any prospective Applicant desiring an explanation or interpretation of this RFA must request it in writing no later than 21 days before the closing date. This is to allow enough time for the Agreement Officer's reply to reach all prospective Applicants before the applications closing date.

Oral explanations or instructions given before award of the Cooperative Agreements shall not be binding. Any information given to a prospective Applicant concerning this RFA shall be furnished promptly to all other prospective Applicants as an amendment of this RFA, if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective Applicants.

#### H. DECISION NOT TO SUBMIT APPLICATION

Recipients of this RFA not responding with an application should not return this RFA. Instead, they may advise the point-of-contact listed in the Cover Letter in writing (letter or postcard) that they will decline submitting a proposal.

#### I. COOPERATIVE AGREEMENT AWARD

I.1. The Government intends to award one (1) Cooperative Agreement resulting from this RFA to the responsible Applicant whose application conforming to this RFA offer the greatest value (see also Section II of this RFA).

I.2. The Government may (1) reject any or all applications, (2) accept other than the lowest cost application, (3) accept alternate applications, and (4) waive informalities and minor irregularities in applications received.

I.3. The Government may award a Cooperative Agreement on the basis of initial applications received, without discussions. Therefore, each initial application should contain the Applicants best terms from a cost and technical standpoint.

I.4. A written award mailed or otherwise furnished to the successful Applicant with the time for acceptance specified in the application, if any, shall result in a binding Cooperative Agreement without further action by either party. Before the applications' specified expiration time, if any, or 60 days after the closing date the Government may accept an application, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an application do not constitute a rejection or counteroffer by the Government.

I.5. Neither financial data submitted with an application nor representations concerning facilities or financing, shall form a part of the resulting Cooperative Agreement.

#### J. ALTERNATE APPLICATIONS

If you desire to submit an application on other terms which you believe USAID may wish to fund, you may submit, in addition to a responsive application, an alternate application

reflecting such advantages. An application directly responsive to this RFA must be submitted before consideration can be given to an alternative application.

#### K. AUTHORITY TO BIND THE APPLICANT

The cost volume of the Applicant's application must identify the individual(s) having authority to bind the Applicant. It is also to name the person to be contacted both during the period of evaluation of applications and for negotiations leading to award. This information is to include: name, title, address phone number, internet e-mail, and facsimile number (if available).

#### L. AUTHORITY TO OBLIGATE THE GOVERNMENT

The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds. No costs chargeable to the proposed Cooperative Agreement may be incurred before receipt of either a fully executed Cooperative Agreement or a specific, written authorization from the Agreement Officer.

END OF SECTION I

## SECTION II SELECTION CRITERIA

Applicants should note that these criteria (a) serve as the standard against which all applications will be evaluated, and (b) serve to identify the significant matters that should be addressed in all applications.

Technical applications (Volume 1) shall be evaluated in accordance with the Technical Evaluation Criteria set forth below. Thereafter, the cost application (Volume 2) of Applicant(s) submitting a technically competitive application shall be evaluated for reasonableness, allowability, and allocability in accordance with the cost evaluation criteria, also set forth below.

### A. TECHNICAL EVALUATION CRITERIA (Technical Volume - 1)

Technical Volumes will be evaluated according to the following criteria. The criteria presented below have been tailored to the requirements of this RFA. The number of points assigned indicates the relative importance of each scored criterion; a total of 100 points are possible. Applicants should note that criteria serve to: (a) identify the significant matters that applicants should address in their applications and (b) set standards against which all applications will be evaluated. To facilitate the review of applications, the applicants should organize their Technical Volume in the same order as the technical evaluation criteria with curricula vitae, letters of commitment, and past performance as attachments.

The Technical Volumes will be evaluated by a peer review committee of USAID representatives and others, as deemed appropriate, in accordance with the technical evaluation criteria set forth below.

#### **1. Program Approach and Implementation Plan (30 points)**

Applications will be evaluated on the appropriateness of the proposed approach and the extent to which the program sets forth a clear and supportable course of action to cover USAID/Pristina's activity components. This includes:

- A clear and specific description of the activities, outcomes, and results anticipated for the program, defined by quantifiable and qualitative indicators of progress, and of achievement of USAID/Pristina objectives.
- Completeness and quality of the application for USAID/Pristina's independent media program.
- Rationale for program activities selected.
- The comprehensiveness, reasonableness, and flexibility of the implementation plan.
- The extent to which local capacity is developed and employed in carrying out the program and the aggressiveness of the approach to "Kosovarize" the program.
- Satisfaction of all program requirements and timelines.
- The extent to which gender issues are taken into consideration in the proposal.

#### **2. Personnel Capability and Experience (40 pts)**

- Technical, management and supervisory experience and skills of key personnel proposed. For evaluation purpose, key personnel refers to all long-term positions proposed for this program as well as key short term personnel.
- Focused practical experience in managing and facilitating viable independent media projects with special emphasis on promoting self-sustainability of independent media outlets (business management), media association development, media legal reform and journalism training.
- Knowledge of Central Eastern Europe media environment.

### **3. Institutional Capability and Past Performance (20 points)**

- The applicant's past performance or results on similar programs.
- Demonstrated capability and capacity to plan, implement, and support complex programs.
- Ability to provide/support personnel and field operations in a timely way.
- Clear organizational structure and description of relationships, with a record of managerial and communications skills.
- Ability to gather and analyze data on program's impact. Plan for program review/evaluation.
- Ability to mobilize expertise on a pro-bono basis.
- Ability to meet USAID reporting and accountability requirements
- Ability to staff and start program activities rapidly.

### **4. Program Sustainability (10 pts)**

Demonstrated track record at success in developing the following:

- Profitable media enterprises
- Effective media associations that protect the rights of individual journalists and media outlets as well as lobbying for progressive, less restrictive media regulations.
- Successful self sustaining training programs that provide targeted assistance to media outlets and journalists,
- Contributions from non-USAID sources, such as pro-bono services, products

### **5. Cost Share.**

This is not a numerically scored evaluation factor, but cost share contribution will be considered in the overall evaluation of technical merit. The evaluation committee will consider the applicant's overall program, including the portion to be funded by USAID as well as any portion to be funded or provided through a cost share contribution. To the extent that cost share contributions relate to any of the above evaluation criteria, it may also be factored into the evaluator's score for that criterion.

## **B. COST PROPOSAL EVALUATION CRITERIA (Cost Volume - 2)**

1. Costs shall be evaluated for cost realism, reasonableness, allowability and allocability. This includes cost elements to be funded by USAID and cost elements to be contributed

as cost share, including any cost share evaluation. Analysis will include whether costs are realistic for the effort, reflect the applicant's understanding of the requirements and are consistent with the technical application..

2. Cost effectiveness. The rate of return per administrative program dollar will be considered.

END OF SECTION II

## SECTION III

### PROGRAM DESCRIPTION

#### INDEPENDENT MEDIA PROGRAM IN KOSOVO

##### I. PROGRAM OBJECTIVE

The overall objectives of this activity are as follows:

1. Journalism meets professional standards of quality.
2. Supporting institutions function in the professional interests of independent media.
3. Independent media are well-managed businesses, exercising editorial independence.
4. Legal and regulatory frameworks support free speech and provide a level playing field for both public and independent media.

##### II. BACKGROUND

###### *Before the War*

USAID has been granting equipment and offering training to Kosovar print and broadcast media since 1997. However, opportunities were limited at that time due to the Serb government monopoly on print and broadcast media. This monopoly had existed since 1989, when the Serbs in Pristina took over Radio Television Pristina (RTP), which had been run by Albanian Kosovars. From 1989 to 1999, there was little difference between RTP and Radio Television Serbia (RTS). Additionally, the Serb-managed government held a monopoly on the printing and distribution system, thereby able to limit the number of newspapers and magazines published. In 1998, three radio producers—Radio-21, Radio Kontakt and the radio offshoot of *Koha Ditore*—began producing 15-minute radio news segments for the Belgrade-based ANEM network. These news programs were part of ANEM's news service and could be heard by Kosovars via satellite and internet. On July 1, 1998, Radio Kontakt, a multi-ethnic broadcaster, signed on air but was shut down within two weeks by Serb authorities. From the shutdown of Radio Kontakt until the war started, only RTS existed in Kosovo as a terrestrial broadcaster. There was also a dearth of ethnic Albanian newspapers. *Koha Ditore* was founded in 1997, but had infrequent distribution due to dependency on a government-controlled printing and distribution house, Rilindja. *Koha Ditore* eventually secured its own printing press, as did *Kosova Sot*, but both were destroyed by Serbian police during the conflict. The expatriate daily *Bota Sot* was printed in Switzerland and smuggled into Kosovo with difficulty.

###### *After the War*

With the end of hostilities in June 1999 and the return of Kosovars to their homes, broadcasters and publishers rapidly re-established themselves in Pristina. Some, including *Koha Ditore* and *Zeri*, both published while in-exile in Macedonia. Others, like Radio-21, produced radio spots for KFOR and other international radios from exile.



USAID's major assistance on the print side was to co-fund a printing press for *Kosova Sot* as well as co-fund (and provide technical assistance) to the news agency, *KosovaLive*. USAID also assisted in the creation of the Association of Journalists, which represents both print and broadcast media. However, no major activities have been undertaken by this association, including any training assistance to print journalists.

On the broadcast side, Radio-21, with equipment granted by USAID, began broadcasting in July 1999 with a 24-hour radio service from the Rilindja building. Multi-ethnic Radio Kontakt went back on air in September 1999 with a rented transmitter and equipment granted from USAID; despite numerous attacks from ethnic Albanian extremists, they are still broadcasting. USAID and other donors also helped numerous other local radio stations to return to the airwaves.

In August 2000, Radio-21 and *Koha Ditore* expanded into television, creating Radio Television 21 (RTV-21) and *Koha Vision* (KTV). Both stations received an extensive package of TV equipment from USAID; KTV produced a weekly thirty-minute show for Radio Television Kosovo (RTK). In September 2000, RTP became Radio Television Kosova (RTK), a public broadcaster controlled by the OSCE and managed by the European Broadcasting Union (EBU). With initial financing from the Swiss and Dutch, RTK began broadcasting via satellite.

The major problem affecting dissemination of broadcast media in Kosovo was the non-functioning broadcast infrastructure. In essence, due either to an absence of maintenance by Serb authorities during their rule or to the conflict, the broadcast infrastructure—including towers, antennas and transmitters that had previously relayed RTP broadcasts—was nearly destroyed. Therefore, the USG—through USAID—offered to help fund (and later manage) the partial reconstruction of this broadcast infrastructure. Currently, the Kosovo Terrestrial Telecommunications Network (KTTN) is comprised of three towers with transmitters and antennae for the three province-wide television stations (RTK, KTV, and RTV-21) and three province-wide radio stations (RTK, RTV-21, and Radio Djukajeni.) KTTN currently reaches 60% of Kosovo; plans are for Phase 1 of this system to be finished by June 2001, establishing at least 80% coverage. Although USAID does not intend to provide funding for Phase 2 of the reconstruction (providing close to 100% coverage), the winning applicant will be expected to ensure the smooth transfer of management of KTTN—and the completion of Phase 1—to a Kosovar managed organization.

The OSCE is responsible for issuing licenses and regulating broadcast media in Kosovo. Immediately following the conflict, the OSCE issued temporary licenses to a number of local broadcast media. RTK and RTV-21 were issued province-wide licenses, yet only RTK began satellite broadcasting immediately as RTV-21 lacked the equipment and finances to broadcast via satellite. USAID originally offered the OSCE assistance with a frequency plan for Kosovo, as well as a spectrum analysis and business plan for RTK. However, due to a variety of factors, these planning documents were never done. In general, due to other priorities affecting the reconstruction of Kosovo, the formulation of a clear set of guidelines to manage Kosovar media has taken some time to draft.

### **III. CURRENT SITUATION**

The current Kosovar media environment has undergone a near complete reversal from what existed before the conflict. Today, in an over crowded market dependent on support from a multitude of donors, numerous dailies, weeklies, an independent news agency, three province-wide television stations, and over 132 licensed local broadcasters exist in an environment of

relative free and open media. Most Kosovars have access to diverse sources of news and information; media companies have begun to employ more business planning in their daily operations; professional journalism training has been offered by a number of donors to a diverse group of journalists; a journalists' association has been created; and a legal and regulatory framework has started to take shape.

The print sector includes dailies and weeklies that strive to be professional but whose journalists still need training in basic journalism practices. Reporting is rarely fair, objective and well-sourced. Journalists are not trained in ethics and there is a great deal of self-censorship practiced. Leading politicians continue to thwart journalists' attempts at gaining access to information, and quality niche reporting—especially on issues dealing with economics, investigative reporting, and other aspects of civil society—is of a poor quality. Newspaper circulation remains low due to their cost. Although *Koha Ditore* and *Kosova Sot* have their own printing presses, printing costs remain high. The Rilindja house still controls distribution for most newspapers and magazines and although no longer in government control, there are increasing fears that Rilindja may attempt to further control the market.

Although the national private broadcast media—RTV-21 and KTV—have made an attempt to cover local events, many people have criticized the media for its poor coverage of smaller political parties—and women candidates—during the November 2000 local elections. However, all private media lack the facilities (and infrastructure) to fully cover the entire province.

The major issue facing the private broadcast media is the public media's (RTK) source of financing and whether RTK will continue to be able to sell commercial advertising time. Currently being debated between the OSCE (which represents RTK) and the independents, the outcome of this issue will most likely determine the future of private commercial television in Kosovo. A lack of trained business managers, editors, and journalists hampers the success of broadcast media as much as the print media. Although the national private media have done a good job in staying independent from any one political party, local television and radio stations show strong biases towards different political parties.

The regulatory framework for broadcast media remains unclear. Three draft broadcast regulations have been written and debated, but all remain unsigned. These regulations, promulgated by the OSCE, will determine how RTK will be financed, provide instructions for the issuing of licenses, and mandate the conditions under which broadcasters must operate in order to retain their licenses. The USG interest in these regulations includes ensuring that free speech is protected; licensing of broadcast media is fair, competitive, and apolitical; and the financing of public media does not destroy the chances for private media to become self-sustaining and profitable. The OSCE did pass a temporary print code in 2000, but it is not clear if the code will be extended. Hate speech and other acts of professionalism are less common in newspapers and magazines today; but inciteful speech (as well as other unprofessional practices) continues to hamper the development of the print media.

Additionally, although RTK currently broadcasts via satellite and therefore reaches 80-90% of the Kosovar population and a large number of the Kosovar diaspora in Europe, private media are restricted by a terrestrial system that currently covers only 60% of the province. Private

newspapers reach most parts of the province, and private broadcasters (many politically biased local radio and TV) cover most larger towns. But economics restrict newspapers' distribution as people earning only on an average DM400 per month are unable and unwilling to pay up to DM20 per month for a daily paper.

Another major issue facing Kosovar media is organized crime and corruption. The local and province-wide print and broadcast media play an important role in revealing and informing people on how crime and corruption affect their lives and the future of Kosovo. Although most editors, publishers, and journalists know exactly how crime is organized in Kosovo—right down to specific names and events—they fear publishing or broadcasting these stories. The lack of a rule of law in Kosovo places journalists in harm's way each and every time they attempt to investigate smuggling, murder, or other crime-related stories. The problem is too broad to be resolved by the media alone; it will take a top-down (and bottom-up) approach, including the establishment of a court system that can protect people from retribution for exposing crime and corruption. However, the media can begin to make small advances into investigating such stories – even in the direst of situations, good, well-developed investigative stories can be published and broadcast.

Therefore, although media enterprises have sprouted throughout Kosovo since the end of the conflict, they are all economically and professionally fragile and substantially dependent on either the international donor community or political parties. For the print media, the major issues facing them include lack of professional training; a haphazard distribution system; and a scarcity of advertising revenue. For the broadcast media, an incomplete terrestrial system, paucity of ad revenue, poor domestic programming and poor business practices create a difficult operating environment. These are the key problems USAID will need to tackle, along with other domestic and international partners, before Kosovo's media become economically viable, producing professional and objective news and information.

#### **IV. PROGRAM ACTIVITIES**

USAID's overall vision for Kosova is of a well-functioning, multi-ethnic society where there is a reasonable expectation of an open and fair market economy. A system of justice will be impartially administered, opportunities will exist for people to make informed choices as well as participate in their own social and economic recovery. The Mission thus seeks to build synergies across three strategic objectives: economic reform, democracy building, and social transition. Creation of the legal and institutional framework for an open market economy and a system of justice, as well as opportunities for citizen participation, are themselves essential to restoring normalcy for individuals, communities, and the province. Focussing on three key interdependent strategic sectors simultaneously will maximize the potential for long-term impact.

Under the Mission democracy building strategic objective of promoting "Accountable and Transparent Governance," USAID is taking a three pronged approach that includes: providing support for free and fair elections; promoting a judicial check on executive authority and criminal impunity; and helping independent media and civil society to operate freely and engage the populace in the democratic process. To achieve its media program objectives, USAID believes that the development of viable, professional, and objective media enterprises—operating

in a legal environment that promotes free and independent media—is essential.

Applicants have latitude in designing a program that will meet USAID’s four primary objectives. However, several activities described below are critical activities which must be included in the program.

KosovaLive, Kosovo’s first independent news agency, will require continued technical and financial support during the first year of this activity to make it a self-sustaining institution.

Market research plays an important role in the newspaper market enabling newspapers (and advertisers) to correctly identify circulation figures and other market details required for the development of the industry. In other countries, USAID has helped established audit bureaus of circulation (ABC), which provide correct circulation figures to newspapers and ad agencies as well as other information of use to papers. While the ad market may be too fragile in Kosovo to warrant the creation of an ABC in Kosovo, USAID will expect the development of increased market research vehicles for newspapers and magazines in Kosovo.

Another important activity for the print industry in Kosovo will be increased and, in some cases, more targeted training for publishers and journalists alike that will raise the standards of reporting. Investigative reporting skills must be developed to cover a broad range of economic and social topics. During the run-up to local government elections in November 2000, the local and province-wide media were criticized for not providing more in-depth coverage of smaller political parties, including women candidates. Through its independent media program, USAID will provide training assistance to print and broadcast media—including perhaps incentive grants—to present more thorough and balanced coverage of political candidates. Depending on the paper’s needs, USAID would like to offer a variety of different training opportunities. A major component of this will be a training of trainers program (for both print and broadcast media), perhaps developed through the Association of Journalists. The creation of a pool of experienced trainers who can offer their services to different print and broadcast media will be necessary to increase the professionalism of Kosovar media as well as generate more local capacity building throughout Kosovo. The winning applicant shall describe how it will achieve a sustainable training capacity for publishers and journalists within Kosovo which maximizes the use of indigenous talent and makes linkages to other regional media bodies.

USAID, along with other international donors, assisted with the creation of KTV and RTV-21, two new private, province-wide television stations in Kosovo. USAID is dedicated to further assisting these stations to achieve financial independence and a greater degree of professionalism. Assistance will be required to improve programming, business planning, marketing, and advertising. Continued technical assistance and (diminishing) financial support will be required for the first two years of this agreement. In supporting television, USAID will look for creative solutions for providing programming to the stations.

Local radio stations play an important role in informing Kosovars of local events. Many of these stations rebroadcast VOA, RFE/RL, BBC, and other international radios. Continued technical assistance (and, at times, financial assistance) will need to be provided to these local radio stations to improve programming and management. To break local radios’ strong bias toward

different parties, targeted, on-site training in marketing and advertising will be provided to these stations. Additionally, attention to radio stations serving minorities will be a key component of this activity.

As in the print sector, a training of trainers program will be a central component of this activity. A pool of broadcast media experts shall be cultivated, under the Association of Journalists and/or other associations, that is capable of meeting the training and development needs of independent broadcast media.

The legal and regulatory environment remains unclear for Kosovar broadcast media. Although the OSCE has drafted broadcast regulations, these regulations are hampered by continuing problems that will need to be ironed out before final passage. The recipient shall play, along with USAID, an important role in defending the rights of independent, private media. For at least the first six months of the activity, a full-time media lawyer shall be on staff. This media lawyer, a Kosovar supported by international expertise as needed, will advise USAID on priority issues and work to assist the OSCE in its drafting process. This lawyer shall also provide private independent media with legal assistance when required. The recipient shall also shape one (or more) media associations into effective advocates of free speech and a free press.

Kosovar media has many print and broadcast media outlets headed by women. A substantial number of women serve print and broadcast media as editors, publishers, journalists, and marketing executives. However, there are problems in the quality and quantity of reporting on women and women's issues in the media. USAID is dedicated to expanding the amount and quality of opportunities for women in media as well as the quantity and quality of reporting on women and women's issues. This will include increased professional training, working with print and broadcast media to expand their coverage of issues affecting women, and other gender issues, as well as assisting women in media with guidance on where financing opportunities may be within USAID and the greater international donor community.

## **V. PROGRAM GOALS**

In implementing this activity, the Recipient will be operating in a fluid environment where flexibility and collaboration with USAID is of great importance.

Goals which the applicant can expect to be able to demonstrate the ability to materially affect include the following:

**Objective #1:** Journalism meets professional standards of quality

### ***Indicators:***

- reporting is fair, objective, and well-sourced;
- journalists adopt and follow recognized and accepted ethical standards;
- journalists and editors do not practice self-censorship;
- journalists cover key events and, social and economic issues, including elections, and activities of non-governmental organizations and others working to improve the lives of all Kosovars;

- technical facilities and equipment for gathering, producing, and distributing news are appropriate for the environment and efficient;
- quality niche reporting and programming exist (investigative, economics/business, local, political)

**Objective #2:** Supporting institutions function in the professional interests of independent media.

***Indicators:***

- trade associations represent the interests of private media owners and provide member services;
- professional associations work to protect journalists' rights;
- short-term training and in-service training institutions and programs allow journalists to upgrade skills or acquire new skills.

**Objective #3: Independent media are well-managed businesses, exercising editorial independence.**

***Indicators:***

- media outlets and supporting firms (distribution, printing) operate as efficient, professional, and profit-minded businesses;
- advertising revenue as percentage of total revenue approaching international standards at commercial media outlets;
- independent media do not require government subsidies for sustainability;
- market research is used to formulate strategic plans, enhance advertising revenue, and tailor the product to the needs and interests of the audience;
- broadcast ratings and circulation figures are reliably and independently produced.

**Objective #4:** Legal and regulatory frameworks support free speech and access to public information.

***Indicators:***

- constitutional/legal protections of free speech exist and are enforced;
- licensing of broadcast media is fair, competitive, and apolitical;
- market entry and tax structure for media are fair and comparable to other industries;
- state or public media do not receive preferential legal treatment, and editorial independence is guaranteed by law;
- libel is a civil law issue, public officials are held to a higher standard, and offended party must prove falsity and malice;
- public information is easily available and the right of access to information equally enforced for all media and journalists;
- media outlets have unrestricted access to international news and news sources;
- entry into the journalism profession is free and government imposes no licensing, restrictions, or special requirements for journalists.

## **VI. IMPLEMENTATION**

To achieve the above objective, the Recipient shall establish a Pristina Office and provide a team of long-term print and broadcast media specialists comprised of Kosovar and international experts. The objective of the program is to transfer knowledge, not only from international experts to Kosovars, but from Kosovars to Kosovars. Therefore, if appropriate, the recipient shall locate Kosovars to manage the program. However, USAID is sensitive to draining expertise from Kosovar media outlets; therefore, caution should be taken in offering Kosovar media experts employment. Due consideration need be taken as to how such employment will affect the operations of Kosovar media.

END OF SECTION III

## SECTION IV

### U.S. and Non- U.S. Non-Government Recipient Cooperative Agreement Formats

The Cooperative Agreement regulations and formats are available for informational purposes only for potential applicants via the Internet at "http://www.info.usaid.gov/" under the Business & Procurement link. The ADS 303 and 22 CFR 226 regulations can then be accessed under the USAID Procurement Regulations (Handbooks) link. In addition, the following web-site contains the supplementary references to 303, including the Sample Format for Award Letter and Schedule and Standard Provisions, both Mandatory and Required As Applicable, for US Non-Governmental and Non-US Non-Governmental Recipients:

<http://www.info.usaid.gov/pubs/ads/300/303.htm#303.6>

ONLY if the applicant is not able to review the Cooperative Agreement text and format via the USAID Internet website , potential applicants may request a hard copy of the text and cooperative agreement format by contacting the Regional Contracts Office, USAID Regional Services Center at the fax no. (36-1) 269-5893.

Applicants should NOT fill in any of the blanks in the Cooperative Agreement Format, NOR return it to USAID, since the Agreement Officer shall issue the actual Cooperative Agreement after the final selection is made.



## SAMPLE COOPERATIVE AGREEMENT FORMAT

Subject: Cooperative Agreement No. \_\_\_\_\_

Dear \_\_\_\_\_:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby grants to \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_" or "Recipient"), the sum of \$\_\_\_\_\_ to provide support for the implementation of an NGO Partnerships Umbrella Grant Program, as described in Attachment 1, entitled "Schedule" and in Attachment 2, entitled "Program Description" of this award.

This award is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending \_\_\_\_\_. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This award is made to \_\_\_\_, on condition that the funds will be administered in accordance with the terms and conditions as set forth in 22 CFR 226, entitled "Administration of Assistance Awards to U.S. Non-Governmental Organizations"; Attachment 1, entitled "Schedule"; Attachment 2, entitled "Program Description" and Attachment 3 entitled "Standard Provisions".

In the space provided below, please sign the original and each copy of this letter to acknowledge your acceptance of this award and return the original and all but one copy to the Agreement Officer.

Sincerely,

Catherine A. Mallay  
Agreement Officer

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions (Mandatory and Optional)

The terms of this Agreement are acceptable to the Recipient:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## ACCOUNTING AND APPROPRIATION DATA

### A. GENERAL

1. Total Estimated Amount: \$
2. Total Program Amount:
3. Total Obligated Amount:
4. Project No.:
5. USAID Project Office:
6. Tax I.D. Number:
7. DUNS No.:

### B. SPECIFIC

1. MAARD Number:
2. Appropriation:
3. Allotment:
4. BPC:
5. MAARD Obl. Amount:     \$

## ATTACHMENT 1

### SCHEDULE

#### 1.1 PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide support for the program described in Attachment 2 of this Agreement entitled "Program Description."

#### 1.2 PERIOD OF AGREEMENT

The effective date of this Agreement is the date of the Cover Letter and the completion date is \_\_\_\_\_.

#### 1.3 AMOUNT OF AWARD and PAYMENT

1. The total estimated amount of this Agreement is \$\_\_\_\_\_.

2. USAID hereby obligates the amount of \$\_\_\_\_\_ for purposes of this Agreement.

3. Payment shall be made to the Recipient by (to be determined) in accordance with the procedures set forth in (to be determined).

#### 1.4 BUDGET

The following is the Agreement Budget\*. Revisions to this budget shall be made in accordance with 22 CFR 226.25.

<u>Line Item</u>	<u>Amount</u>
Salaries/Wages	
Fringe Benefits	
Travel/Per Diem	
Other Direct Costs	
Total Direct Cost	
Overhead	
G&A	
Subgrants	
Total Estimated Cost	_____

USAID Total Contribution:  
Total Cost Share  
Total Program Cost

**\*Note: This is an illustrative, it may contain different Line Items.**

## 1.5 REPORTING AND EVALUATION: Per RFA

## 1.6 SUBSTANTIAL INVOLVEMENT BY USAID

1. Approval of the Implementation Plans. The first implementation plan will be submitted within 30 days of signing the agreement; and in subsequent years, implementation plans will be submitted at least 30 days prior to the anniversary of signing the agreement.

2. Approval of key personnel (To be determined)

3. Approval of all sub-awards

4. Approval of the monitoring and evaluation plans

5. USAID monitoring to permit specified kinds of direction or redirection because of the interrelationships with other projects.

6. The Recipient shall work in close relationship with the cognizant Technical Officer or the person acting in that capacity. The Recipient will be expected to form close relationships with Technical Officers, and other USAID implementors.

7. Within 30 days of the close of each quarter, the recipient shall give the USAID technical officer a performance report.

## 1.7 INDIRECT COSTS

Pursuant to the Optional Standard Provision of this Award entitled Negotiated Indirect Cost Rates - PROVISIONAL, an indirect cost rate shall be established for each of the Recipient's accounting periods which apply to this Award. Pending establishment of final or revised PROVISIONAL indirect cost rates, PROVISIONAL payments on account of allowable costs shall be made on the basis of the following negotiated PROVISIONAL rate(s) applied to the base(s) which is (are) set forth below:

Rate	Base	Period
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1/	From: Agreement Effective date	To: Until Rate is Amended
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1/ Base of Application: TO BE DETERMINED

## 1.8 TITLE TO AND CARE OF PROPERTY

Title to all property financed under this award shall vest in the Recipient subject to the requirements of 22CFR226.30 through 37.

## 1.9 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is Code 935.

#### 1.10 PROGRAM INCOME

The Recipient shall account for Program Income in accordance with 22 CFR 226.24. Program Income earned under this award shall be applied and used as additive to the Agreement to further the Program objectives.

#### 1.11 KEY PERSONNEL

The following positions are considered key to the successful completion of the project described in this Agreement. The named personnel are approved and the Recipient agrees to submit to USAID for approval any proposed replacement for any of the persons named below.

<u>Position</u>	<u>Name</u>
TO BE DETERMINED	

.....End of Attachment 1 .....

#### ATTACHMENT 2

#### PROGRAM DESCRIPTION

END OF ATTACHMENT 2

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#### ATTACHMENT 3

#### MANDATORY STANDARD PROVISIONS

END OF ATTACHMENT 3

END OF SECTION IV



## SECTION V

### U.S. Agency for International Development

#### CERTIFICATIONS, ASSURANCES, AND OTHER STATEMENTS OF RECIPIENT<sup>1 2</sup>

##### PART I - CERTIFICATIONS AND ASSURANCES

#### **1. ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS**

(a) The recipient hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving financial assistance from USAID, and that with respect to the grant for which application is being made, it will comply with the requirements of:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance;

(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance;

(3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds;

(4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and

(5) USAID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.

(b) If the recipient is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the recipient establishes to the satisfaction of the USAID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of, or participants in, such programs.

(c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the recipient by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

#### **2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

##### **(a) Instructions for Certification**

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<sup>1</sup>FORMATS\GRNTCERT: Rev. 06/16/97 (ADS 303.6, E303.5.6a)

<sup>2</sup>When these Certifications, Assurances, and Other Statements of Recipient are used for cooperative agreements, the term "Grant" means "Cooperative Agreement".

(1) By signing and/or submitting this application or grant, the recipient is providing the certification set out below.

(2) The certification set out below is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

(3) For recipients other than individuals, Alternate I applies.

(4) For recipients who are individuals, Alternate II applies.

(b) Certification Regarding Drug-Free Workplace Requirements

Alternate I

(1) The recipient certifies that it will provide a drug-free workplace by:

(A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the applicant's/grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(B) Establishing a drug-free awareness program to inform employees about--

1. The dangers of drug abuse in the workplace;
2. The recipient's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (b)(1)(A);

(D) Notifying the employee in the statement required by paragraph (b)(1)(A) that, as a condition of employment under the grant, the employee will--

1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(E) Notifying the agency within ten days after receiving notice under subparagraph (b)(1)(D)1. from an employee or otherwise receiving actual notice of such conviction;

(F) Taking one of the following actions, within 30 days of receiving notice under subparagraph (b)(1)(D)2., with respect to any employee who is so convicted--

1. Taking appropriate personnel action against such an employee, up to and including termination; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (b)(1)(A), (b)(1)(B), (b)(1)(C), (b)(1)(D), (b)(1)(E) and (b)(1)(F).

(2) The recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Alternate



The recipient certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

**3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**<sup>3</sup>

(a) Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.<sup>4</sup> You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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<sup>3</sup>The recipient must obtain from each identified subgrantee and (sub)contractor, and submit with its application/proposal, the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Transactions, set forth in Attachment A hereto. The recipient should reproduce additional copies as necessary.

<sup>4</sup>See ADS Chapter E303.5.6a, 22 CFR 208, Annex1, App A.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,"<sup>5</sup> provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the methods and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(b) Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, the it and its principals:

(A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(B) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification;

(D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**4. CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or

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<sup>5</sup>For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the grant standard provision entitled "Debarment, Suspension, and Related Matters" if the recipient is a U.S. nongovernmental organization, or in the grant standard provision entitled "Debarment, Suspension, and Other Responsibility Matters" if the recipient is a non-U.S. nongovernmental organization.

an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities,"<sup>6</sup> in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **5. CERTIFICATION OF RECIPIENT**

The recipient certifies that it has reviewed and is familiar with the proposed grant format and the regulations applicable thereto, and that it agrees to comply with all such regulations, except as noted below (use a continuation page as necessary):

Solicitation No.  
Application/Proposal No.  
Date of Application/Proposal  
Name of Recipient

Typed Name and Title

Signature \_\_\_\_\_ Date

---

<sup>6</sup>See Attachment B.

**PART II**

**OTHER STATEMENTS OF RECIPIENT**

**1. AUTHORIZED INDIVIDUALS**

The recipient represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the recipient in connection with this application or grant:

<u>Name</u>	<u>Title</u>	<u>Telephone No.</u>	<u>Facsimile No.</u>
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**2. TAXPAYER IDENTIFICATION NUMBER (TIN)**

If the recipient is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the recipient's TIN:

TIN:

**3. CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER**

(a) In the space provided at the end of this provision, the recipient should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Recipients should take care to report the number that identifies the recipient's name and address exactly as stated in the proposal.

(b) The DUNS is a 9-digit number assigned by Dun and Bradstreet Information Services. If the recipient does not have a DUNS number, the recipient should call Dun and Bradstreet directly at 1-800-333-0505. A DUNS number will be provided immediately by telephone at no charge to the recipient. The recipient should be prepared to provide the following information:

- (1) Recipient's name.
- (2) Recipient's address.
- (3) Recipient's telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the organization was started.
- (7) Number of people employed by the recipient.
- (8) Company affiliation.

(c) Recipients located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dbisma.com](mailto:globalinfo@dbisma.com).

The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.

DUNS:

**4. LETTER OF CREDIT (LOC) NUMBER**

If the recipient has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number:

LOC: 72-00-

**5. PROCUREMENT INFORMATION**

(a) Applicability. This applies to the procurement of goods and services planned by the recipient (i.e., contracts, purchase orders, etc.) from a supplier of goods or services for the direct use or benefit of the recipient in conducting the program supported by the grant, and not to assistance provided by the recipient (i.e., a subgrant or subagreement) to a subgrantee or subrecipient in support of the subgrantee's or subrecipient's program. Provision by the recipient of the requested information does not, in and of itself, constitute USAID approval.

(b) Amount of Procurement. Please indicate the total estimated dollar amount of goods and services which the recipient plans to purchase under the grant:

       \$

(c) Nonexpendable Property. If the recipient plans to purchase nonexpendable equipment which would require the approval of the Agreement Officer, please indicate below (using a continuation page, as necessary) the types, quantities of each, and estimated unit costs. Nonexpendable equipment for which the Agreement Officer's approval to purchase is required is any article of nonexpendable tangible personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

<u>Type/Description (Generic)</u>	<u>Quantity</u>	<u>Estimated Unit Cost</u>
-----------------------------------	-----------------	----------------------------

(d) Source, Origin, and Componentry of Goods. If the recipient plans to purchase any goods/commodities which are not of U.S. source and/or U.S. origin, and/or does not contain at least 50% componentry which are not at least 50% U.S. source and origin, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, and probable source and/or origin, to include the probable source and/or origin of the components if less than 50% U.S. components will be contained in the commodity. "Source" means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse. Any commodity whose source is a non-Free World country is ineligible for USAID financing. The "origin" of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results, which is substantially different in basic characteristics or in purpose or utility from its components. Merely packaging various items together for a particular procurement or relabeling items does not constitute production of a commodity. Any commodity whose origin is a non-Free World country is ineligible for USAID financing. "Components" are the goods which go directly into the production of a produced commodity. Any component from a non-Free World country makes the commodity ineligible for USAID financing.

<u>Type/Description</u>	<u>Estimated</u>	<u>Probable Source</u>	<u>Probable Origin</u>	<u>(Generic)</u>
<u>Quantity</u> <u>Unit Cost</u>	<u>Goods</u> <u>Components</u>	<u>Goods</u> <u>Components</u>		

(e) Restricted Goods. If the recipient plans to purchase any restricted goods, please indicate below (using a continuation page, as necessary) the types and quantities of each, estimated unit costs of each, intended use, and probable source and/or origin. Restricted goods are Agricultural Commodities, Motor Vehicles, Pharmaceuticals, Pesticides, Rubber Compounding Chemicals and Plasticizers, Used Equipment, U.S. Government-Owned Excess Property, and Fertilizer.

Type/Description			Estimated	Probable	Probable (Generic)
<u>Quantity</u>	<u>Unit Cost</u>	<u>Intended Use</u>	<u>Source</u>	<u>Origin</u>	

(f) Supplier Nationality. If the recipient plans to purchase any goods or services from suppliers of goods and services whose nationality is not in the U.S., please indicate below (using a continuation page, as necessary) the types and quantities of each good or service, estimated costs of each, probable nationality of each non-U.S. supplier of each good or service, and the rationale for purchasing from a non-U.S. supplier. Any supplier whose nationality is a non-Free World country is ineligible for USAID financing.

Type/Description		Estimated	Probable Supplier Nationality	Rationale
(Generic)	<u>Quantity</u>	<u>Unit Cost</u>	(Non-U.S. Only)	for non-U.S.

(g) Proposed Disposition. If the recipient plans to purchase any nonexpendable equipment with a unit acquisition cost of \$5,000 or more, please indicate below (using a continuation page, as necessary) the proposed disposition of each such item. Generally, the recipient may either retain the property for other uses and make compensation to USAID (computed by applying the percentage of federal participation in the cost of the original program to the current fair market value of the property), or sell the property and reimburse USAID an amount computed by applying to the sales proceeds the percentage of federal participation in the cost of the original program (except that the recipient may deduct from the federal share \$500 or 10% of the proceeds, whichever is greater, for selling and handling expenses), or donate the property to a host country institution, or otherwise dispose of the property as instructed by USAID.

<u>Type/Description (Generic)</u>	<u>Quantity</u>	<u>Estimated Unit Cost</u>	<u>Proposed Disposition</u>
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## 6. PAST PERFORMANCE REFERENCES

On a continuation page, please provide a list of the ten most current U.S. Government and/or privately-funded contracts, grants, cooperative agreements, etc., and the name, address, and telephone number of the Contract/Agreement Officer or other contact person.

## 7. TYPE OF ORGANIZATION

The recipient, by checking the applicable box, represents that -

(a) If the recipient is a U.S. entity, it operates as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a state or local governmental organization, ☐ a private college or university, ☐ a public college or university, ☐ an international organization, or ☐ a joint venture; or

(b) If the recipient is a non-U.S. entity, it operates as ☐ a corporation organized under the laws of \_\_\_\_\_ (country), ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a nongovernmental educational institution, ☐ a governmental organization, ☐ an international organization, or ☐ a joint venture.

## 8. ESTIMATED COSTS OF COMMUNICATIONS PRODUCTS

The following are the estimate(s) of the cost of each separate communications product (i.e., any printed material [other than non-color photocopy material], photographic services, or video production services) which is anticipated under the grant. Each estimate must include all the costs associated with preparation and execution of the product. Use a continuation page as necessary.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
**Lower Tier Covered Transactions**

(a) Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, has the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. <sup>1/</sup> You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier covered Transaction," <sup>2/</sup> without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

<sup>1/</sup> See ADS Chapter 303, 22 CFR 208.

<sup>2/</sup> For USAID, this clause is entitled "Debarment, Suspension, Ineligibility, and Voluntary Exclusion (March 1989)" and is set forth in the USAID grant standard provision for U.S. nongovernmental organizations entitled "Debarment, Suspension, and Related Matters" (see ADS Chapter 303), or in the USAID grant standard provision for non-U.S. nongovernmental organizations entitled "Debarment, Suspension, and Other Responsibility Matters" (see ADS Chapter 303).

(b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Solicitation No.

Application/Proposal No.

Date of Application/Proposal

Name of Applicant/Subgrantee

Typed Name and Title

Signature\_\_\_\_\_ Date

END OF SECTION V



## SECTION VI

**Standard Form 424**

OMB Approval No. 0348-0043

### APPLICATION FOR FEDERAL ASSISTANCE

<b>1. TYPE OF SUBMISSION:</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <b>Application</b>            _____ Construction             _____ Non-Construction         </div> <div style="width: 48%;"> <b>Preapplication</b>            _____ Construction             _____ Non-Construction         </div> </div>		<b>2. DATE SUBMITTED</b>	Applicant Identifier
<b>3. DATE RECEIVED BY STATE</b>		State Application Identifier	
<b>4. DATE RECVED BY FEDERAL AGENCY</b>		Federal Identifier	

  

<b>5. APPLICATION INFORMATION</b>	
<b>Legal Name:</b>  Address (give only county, state, and zip code):	<b>Organizational Unit</b>  Name and telephone number of person to be contacted on matters involving this application (give area code)

  

<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b>	<b>7. TYPE OF APPLICATION: (enter appropriate letter in box)...</b> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;">           A. State             B. County             C. Municipal             D. Township             E. Interstate             F. Intermunicipal             G. Special Dist.         </div> <div style="width: 48%;">           H. Independent School Dist             I. State Controlled Institution of Higher Learning             J. Indian Tribe             K. Individual             L. Profit Organization             M. Other (specify)         </div> </div>
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<b>8. TYPE OF APPLICATION</b>  <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <span>_____ New</span> <span>_____ Continuation</span> <span>_____ Revision</span> </div> If Revision, enter appropriate letter(s) in box(es)..... <div style="border: 1px solid black; width: 50px; height: 20px; display: inline-block;"></div> <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <span>A. Increase Award</span> <span>D. Decrease Duration</span> </div> <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <span>B. Decrease Award</span> <span>E. Other (specify):</span> </div> <div style="display: flex; justify-content: space-between;"> <span>C. Increase Duration</span> </div>	<b>9. NAME OF FEDERAL AGENCY</b>  <b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b>
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<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b>  TITLE:	<b>12. AREAS AFFECTED (Cities, Counties, States, etc.):</b>
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<b>13. PROPOSED PROJECT</b>	<b>14. CONGRESSIONAL DISTRICTS OF:</b>
<div style="display: flex;"> <div style="width: 50%;"><b>START DATE</b></div> <div style="width: 50%;"><b>END DATE</b></div> </div>	<div style="display: flex;"> <div style="width: 50%;"><b>a. Applicant</b></div> <div style="width: 50%;"><b>b. Project</b></div> </div>

  

<b>15. ESTIMATED FUNDING:</b>  <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 40%;">a. Federal</div> <div style="width: 60%;">\$</div> </div>	<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>
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b. Applicant	\$	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS REVIEW ON:  DATE  B. NO. _____ PROGRAM IS NOT COVERED BY E.O. 12372 _____ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
c. State	\$		
d. Local	\$		
e. Other	\$		
f. Program Income	\$		
g. TOTAL	\$		
17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		_____ Yes      If "Yes", attach an _____ No explanation	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Type Name of Authorized Representative		b. Title	c. Telephone Number
d. Signature of Authorized Representative			e. Date Signed

Previous Edition usable  
Authorized for Local Representative

Standard Form 424 (REV 4-92)  
Prescribed by OMB Circular A-102

## INSTRUCTIONS FOR THE SF 424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:                      Entry:

1. Self-explanatory.
2. Date application submitted to Federal agency (or State if applicable) & applicant's control number (if applicable).
3. State use only (if applicable).
4. If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank.
5. Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of the applicant, and the name and telephone number of the person to contact on matters related to this application.
6. Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.
7. Enter the appropriate letter in the space provided.
8. Check appropriate box and enter appropriate letter(s) in the space(s) provided:
  - "New" means a new assistance award.
  - "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.
  - "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation.
9. Name of Federal agency from which assistance is being requested with this application.
10. Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.
11. Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.
12. List only the largest political entities affected (e.g., State, counties, cities).
13. Self-explanatory.
14. List the applicant's Congressional District and any District(s) affected by the program or project.
15. Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.

**SF 424 Back (Rev. 4-92)**

Item:                      Entry:

**INSTRUCTIONS FOR THE SF 424 (continued)**

16. Applications should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernment review process.
17. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances loans and taxes.
18. To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

**Standard Form 424A**

OMB Approval No. 0348-0044

**Budget Information - Non-Construction Programs**

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity {a}	Catalog of Federal Domestic Assistance Number {b}	Estimated Unobligated Funds		New or Revised Budget		
		Federal {c}	Non-Federal {d}	Federal {e}	Non-Federal {f}	Total {g}
1.	\$	\$	\$	\$	\$	\$
2.						
3.						
4.						
5.TOTALS	\$	\$	\$	\$	\$	\$

  

SECTION B - BUDGET CATEGORIES					
6. Object Class Categories	Grant Program, Function or Activity				Total
	{1}	{2}	{3}	{4}	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)					
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$	\$	\$	\$	\$

  

7. Program Income	\$	\$	\$	\$	\$
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**STANDARD FORM 424A (cont'd)**

<b>SECTION C - NON-FEDERAL RESOURCES</b>						
(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8.		\$	\$	\$	\$	
9.						
10						
11						
12. TOTAL (sum of lines 8-11)		\$	\$	\$	\$	
<b>SECTION D - FORECASTED CASH NEEDS</b>						
13. Federal		Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th quarter
		\$	\$	\$	\$	\$
14. Non-Federal						
15. TOTAL (sum of lines 13 and 14)						
<b>SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT</b>						
(a) Grant Program		Future Funding Periods				
		(b) First	(c) Second	(d) Third	(e) Fourth	
16.		\$	\$	\$	\$	
17.						
18.						
19.						
20. TOTAL (sum of lines 16-19)		\$	\$	\$	\$	
<b>SECTION F - OTHER BUDGET INFORMATION</b>						
21. Direct Charges:		22. Indirect Charges:				
23. Remarks:						

**INSTRUCTIONS FOR THE SF 424A**

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Public reporting burden for this collection of information is estimated to average 180 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0044), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

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## General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately show for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Section A, B, C and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

### Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in *Column (a)* and the respective catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring

the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

#### Lines 1-4, Columns (c) through (g)

For *new applications*, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds

needed to support the project for the first funding period (usually a year).

For *continuing grant program applications*, submit these forms before the end of each funding period as required by the grantor agency. Enter in Column (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For *supplemental grants and changes* to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

**Line 5 -** Show the totals for all columns used.



**Standard Form 424A (cont'd.)**

**INSTRUCTIONS FOR THE SF 424A (continued)**

**Section B. Budget Categories**

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

**Lines 6a-i** - Show the totals of Lines 6a to 6h in each column.

**Line 6j** - Show the amount of indirect cost.

**Line 6k** - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

**Line 7** - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

**Section C. Non-Federal Resources**

**Lines 8-11** - Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

**Column (a)** - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

**Column (b)** - Enter the contribution to be made by the applicant.

**Column (c)** - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

**Column (d)** - Enter the amount of cash and in-kind contributions to be made from all other sources.

**Column (e)** - Enter totals of Columns (b), (c), and (d).

**Line 12** - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f) Section A.

**Section D. Forecasted Cash Needs**

**Line 13** - Enter the amount of cash needed by quarter from the grantor agency during the first year.

**Line 14** - Enter the amount of cash from all other sources needed by quarter during the first year.

**Line 15** - Enter the totals of amounts on Lines 13 and 14.

**Section E. Budget Estimates of Federal Funds Needed for Balance of the Project**

**Lines 16-19** - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

**Line 20** - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

**Section F. Other Budget Information**

**Line 21** - Use this space to explain amounts for individual direct object-class cost categories that may appear to be out of the ordinary or to explain the details as required by Federal grantor agency.

**Line 22** - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

**Line 23** - Provide any other explanations or comments deemed necessary.

END OF SECTION VI